

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:	)	Chapter 11
	)	Case No. 09-35697
My Ranch, Inc.	)	
d/b/a Fresh Harvest Market	)	
	)	Judge Schmetterer
Debtor and Debtor in Possession	)	
	)	
	)	Chapter 11
Cecilia N. Johnson	)	Case No. 09-37011
	)	
Debtor and Debtor in Possession	)	Hearing: April 13, 2010 at 10:00

**NOTICE OF HEARING**

PLEASE TAKE NOTICE that on April 13, 2010 at 10:00 am, or as soon thereafter as I may be heard, I will appear before the Honorable Jack B. Schmetterer, or any other Judge sitting in his stead, in Courtroom 682, Dirksen Federal Building, 219 S. Dearborn St., Chicago, IL, and will then and there present the **Debtor's Objection to Claim Number 2 filed by GreatAmerica Leasing Company**, a copy of which is enclosed and hereby served upon you, AT WHICH TIME AND PLACE YOU MAY APPEAR AND BE HEARD.

/s/ Philip Groben  
One of Debtor's attorneys

Forrest L. Ingram, P.C.  
Forrest L. Ingram #3129032  
79 W. Monroe St., Suite 900  
Chicago, IL 60603  
(312) 759-2838

**CERTIFICATE OF SERVICE**

I, Philip Groben, an attorney, certify that I caused a true and correct copy of the above and foregoing Notice and the document to which it refers, on all parties entitled to service, by electronic filing through ECF, or by regular U.S. mail, as set forth on the attached service list, on March 18, 2010.

/s/ Philip Groben

**SERVICE LIST**

**Via CM/ECF:**

**US Trustee**

William T. Neary  
Office of the United States Trustee  
Northern District of Illinois  
219 S. Dearborn St., Room 873  
Chicago, IL 60604

**Via U.S. Mail:**

**Debtor**

My Ranch, Inc.  
4650 N. Sheridan Rd.  
Chicago, IL 60640

**GreatAmerica Leasing Corporation**

P.O. Box 609  
Cedar Rapids, IA 52406

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**DEBTOR'S OBJECTION TO CLAIM NO. 2 FILED  
BY GREATAMERICA LEASING CORP.**

NOW COMES the Debtor and Debtor in Possession, Cecelia N. Johnson. (the “Debtor”), by and through her attorneys, Forrest L. Ingram, and for its Objection to Claim No. 2, filed by GreatAmerica Leasing Corporation (“GreatAmerica”), state as follows:

1. On September 25, 2009 (the “Petition Date”), the Debtor filed its petition for relief under chapter 11 of the United States Bankruptcy Code.
2. This Court set the last day to file proofs of claim as January 1, 2010, with government proofs of claim due by March 24, 2010. Objections to proofs of claim were due by January 29, 2010.
3. On February 23, 2010, this Court extend the time for the Debtor to file objections to proofs of claim to March, 18, 2010.

4. GreatAmerica filed proof of claim 2-1 with the Court on October 16, 2009. According to Official Form 10 box 2, the claim is based upon an leased equipment. See attached **Exhibit A.** Box 4 alleges a secured claim in the amount of \$63,494.70 which is secured by a “Check out counter, Meat tenderizer/saw, label printing, scale & walk-in freezer.”

5. The documentation attached to the proof of claim support the characterization of the relationship between GreatAmerica and the Debtor as a guarantee of a transaction between a lessee, My Ranch, Inc. and lessor, GreatAmerica. The contract is called a lease agreement.

6. The UCC Financing statement attached to the proof of claim lists the debtor exact full name as "My Ranch, Inc." The attached financing statement is seriously misleading as applied to Cecelia N. Johnson.

7. Upon Debtor's motion, this Court entered an order rejecting the lease between GreatAmerica and the Debtor on January 29, 2010.

8. GreatAmerica has alleged a proof of claim based upon the personal guarantee of a lease for personal property. If claim 2-1 is based upon a lease, GreatAmerica would be the true owner of the property and therefore no basis for a secured claim against the estate of the Debtor. If claim 2-1 is not based upon a lease, then the security agreement has not been properly perfected and the claim must be treated as unsecured.

**WHEREFORE**, the Debtor prays for an order reclassifying Claim No. 2, filed by GreatAmerica Leasing Corporation, as an unsecured claim in its entirety, and for such other and further relief as is just.

Respectfully submitted,

Cecelia N. Johnson

By: /s/ Philip Groben  
One of its attorneys

Forrest L. Ingram  
Philip Groben  
Michael Ohlman  
Forrest L. Ingram, P.C.  
79 W. Monroe St., Suite 900  
Chicago, IL 60603  
(312) 759-2838